



# Contract - Detailed

Pella Window and Door Showroom of San Antonio  
 1926 Gulfmart Dr  
 San Antonio, TX 78217  
 Phone: (210) 735-2030 Fax: (210) 735-3837

Sales Rep Name: Chavez, Christian  
 Sales Rep Phone: 210-240-2033  
 Sales Rep Fax:  
 Sales Rep E-Mail: cchavez@pellasouthtexas.com

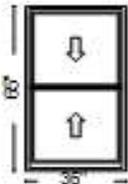
Customer Information	Project/Delivery Address	Order Information
<b>Stella Diaz</b> 2129 W Mulberry Ave  San Antonio, TX 78201-4817 <b>Primary Phone:</b> (210) 5446363 <b>Mobile Phone:</b> <b>Fax Number:</b> <b>E-Mail:</b> estela.diaz1213@gmail.com <b>Contact Name:</b>  <b>Great Plains #:</b> 1007730702 <b>Customer Number:</b> 1011489065 <b>Customer Account:</b> 1007730702	<b>Stella Diaz - 2129 W Mulberry Ave, San Antonio, TX</b> 2129 W Mulberry Ave  <b>Lot #</b> San Antonio, TX 78201 <b>County:</b> <b>Owner Name:</b> Stella Diaz <b>Owner Phone:</b> (210) 5446363	<b>Quote Name:</b> Stella Diaz - 2129 W Mulberry Ave, San Antonio, TX  <b>Order Number:</b> 775 <b>Quote Number:</b> <b>18057565</b> <b>Order Type:</b> Installed Sales <b>Wall Depth:</b> <b>Payment Terms:</b> <b>Tax Code:</b> USETAX <b>Cust Delivery Date:</b> None <b>Quoted Date:</b> 4/12/2024 <b>Contracted Date:</b> <b>Booked Date:</b> <b>Customer PO #:</b>

Line #	Location:	Attributes	Qty
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10 Rm2

## Pella® Reserve, , Traditional Double Hung, 36 X 65

Qty  
2



PK #  
2164

Viewed From Exterior

### 1: Non-Standard Size Non-Standard Size Double Hung, Equal

**Frame Size:** 36 X 65

**General Information:** Standard, Luxury, Wood, Mahogany, 4 3/8", 4 3/16"

**Exterior Color / Finish:** Primed, Primed Wood

**Interior Color / Finish:** Custom Branch Applied Stain Interior

**Sash / Panel:** Putty Glaze, Ogee, Standard, No Sash Lugs

**Glass:** Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude

**Hardware Options:** Cam-Action Lock, Matte Black, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

**Screen:** No Screen

**Performance Information:** U-Factor 0.28, SHGC 0.21, VLT 0.49, CPD PEL-N-234-01357-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, TDI FL14342, Year Rated 08|11, Clear Opening Width 32.625, Clear Opening Height 28.062, Clear Opening Area 6.357797, Egress Meets Typical 5.7 sqft (E) (United States Only)

**Grille:** No Grille,

**Wrapping Information:** No Exterior Trim, 4 9/16", 4 3/4", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 202".

**Rough Opening:** 36 - 3/4" X 65 - 3/4"

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

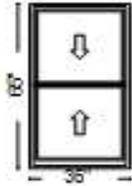
<b>MATERIALS006 - Mortar Labor (Exterior)</b>	Qty	1
<b>MATERIALS003 - Cedar Trim</b>	Qty	1
<b>W-INSTALL-OVERSIZE - Oversize/Large Unit</b>	Qty	1
<b>WDP-W-INSTALL - Wood Window Install - Full Frame</b>	Qty	1
<b>*MATERIALS001 - Installation Materials - Windows</b>	Qty	1
<b>*MATERIALS003 - Sealant - OSI Quad Max - QTY 1</b>	Qty	3

Line #	Location:	Attributes	Qty
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15 Rm1

**Pella® Reserve, , Traditional Double Hung, 36 X 65**

**Qty**  
2



PK #  
2164

Viewed From Exterior

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**

**Frame Size:** 36 X 65

**General Information:** Standard, Luxury, Wood, Mahogany, 4 3/8", 4 3/16"

**Exterior Color / Finish:** Primed, Primed Wood

**Interior Color / Finish:** Custom Branch Applied Stain Interior

**Sash / Panel:** Putty Glaze, Ogee, Standard, No Sash Lugs

**Glass:** Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude

**Hardware Options:** Cam-Action Lock, Matte Black, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

**Screen:** No Screen

**Performance Information:** U-Factor 0.28, SHGC 0.21, VLT 0.49, CPD PEL-N-234-01357-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, TDI FL14342, Year Rated 08|11, Clear Opening Width 32.625, Clear Opening Height 28.062, Clear Opening Area 6.357797, Egress Meets Typical 5.7 sqft (E) (United States Only)

**Grille:** No Grille,

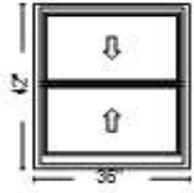
**Wrapping Information:** No Exterior Trim, 4 9/16", 4 3/4", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 202".

**Rough Opening:** 36 - 3/4" X 65 - 3/4"

<b>*MATERIALS003 - Sealant - OSI Quad Max - QTY 1</b>	Qty	3
<b>MATERIALS006 - Mortar Labor (Exterior)</b>	Qty	1
<b>MATERIALS003 - Cedar Trim</b>	Qty	1
<b>*MATERIALS001 - Installation Materials - Windows</b>	Qty	1
<b>W-INSTALL-OVERSIZE - Oversize/Large Unit</b>	Qty	1
<b>WDP-W-INSTALL - Wood Window Install - Full Frame</b>	Qty	1

Line #	Location:	Attributes	
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20	Bath	<b>Pella® Reserve, , Traditional Double Hung, 36 X 42</b>	<u>Qty</u> 1
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PK #  
2164

Viewed From Exterior

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**  
**Frame Size:** 36 X 42  
**General Information:** Standard, Luxury, Wood, Mahogany, 4 3/8", 4 3/16"  
**Exterior Color / Finish:** Primed, Primed Wood  
**Interior Color / Finish:** Custom Branch Applied Stain Interior  
**Sash / Panel:** Putty Glaze, Ogee, Standard, No Sash Lugs  
**Glass:** Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude  
**Hardware Options:** Cam-Action Lock, Matte Black, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor  
**Screen:** No Screen  
**Performance Information:** U-Factor 0.28, SHGC 0.21, VLT 0.49, CPD PEL-N-234-01357-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, TDI FL14342, Year Rated 08|11, Clear Opening Width 32.625, Clear Opening Height 16.562, Clear Opening Area 3.752328, Egress Does not meet typical United States egress, but may comply with local code requirements  
**Grille:** No Grille,  
**Wrapping Information:** No Exterior Trim, 4 9/16", 4 3/4", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 156".

Rough Opening: 36 - 3/4" X 42 - 3/4"

*MATERIALS003 - Sealant - OSI Quad Max - QTY 1	Qty 3
MATERIALS003 - Cedar Trim	Qty 1
W-INSTALL-OVERSIZE - Oversize/Large Unit	Qty 1
MATERIALS006 - Mortar Labor (Exterior)	Qty 1
WDP-W-INSTALL - Wood Window Install - Full Frame	Qty 1
*MATERIALS001 - Installation Materials - Windows	Qty 1

Line #	Location:	Attributes	
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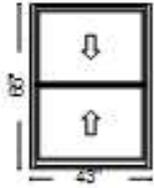
25	None Assigned	<b>SAPERMIT - City of San Antonio Permit</b>	<u>Qty</u> 1
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Line #	Location:	Attributes	
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30 Living

**Pella® Reserve, , Traditional Double Hung, 43 X 65**

Qty  
2



PK #  
2164

Viewed From Exterior

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**

**Frame Size:** 43 X 65

**General Information:** Standard, Luxury, Wood, Mahogany, 4 3/8", 4 3/16"

**Exterior Color / Finish:** Primed, Primed Wood

**Interior Color / Finish:** Custom Branch Applied Stain Interior

**Sash / Panel:** Putty Glaze, Ogee, Standard, No Sash Lugs

**Glass:** Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude

**Hardware Options:** Cam-Action Lock, Matte Black, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

**Screen:** No Screen

**Performance Information:** U-Factor 0.28, SHGC 0.21, VLT 0.49, CPD PEL-N-234-01357-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, TDI FL14342, Year Rated 08|11, Clear Opening Width 39.625, Clear Opening Height 28.062, Clear Opening Area 7.721922, Egress Meets Typical 5.7 sqft (E) (United States Only)

**Grille:** No Grille,

**Wrapping Information:** No Exterior Trim, 4 9/16", 4 3/4", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 216".

Rough Opening: 43 - 3/4" X 65 - 3/4"

<b>MATERIALS003 - Cedar Trim</b>	Qty	1
<b>*MATERIALS001 - Installation Materials - Windows</b>	Qty	1
<b>MATERIALS006 - Mortar Labor (Exterior)</b>	Qty	1
<b>*MATERIALS003 - Sealant - OSI Quad Max - QTY 1</b>	Qty	3
<b>WDP-W-INSTALL - Wood Window Install - Full Frame</b>	Qty	1
<b>W-INSTALL-OVERSIZE - Oversize/Large Unit</b>	Qty	1

Line #	Location:	Attributes	
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35 None Assigned

**HDRC - HDRC-Review**

Qty  
1

Line #	Location:	Attributes
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40 None Assigned

**Wood Products 3 1/2 Colonial 2, Length: 72, Linen White. Wood Type: Pine**

Qty  
21



PK #  
2164

**1: Accessory**  
**Frame Size:** 1 X 1  
**General Information:** Pine, 3 1/2 Colonial 2  
**Interior Color / Finish:** Linen White Paint Interior  
**Wrapping Information:** Perimeter Length = 0".

Viewed From Exterior

## Thank You For Purchasing Pella® Products

### PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

**INSYNCTIVE PRODUCTS:** In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

### ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

**YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit [www.pella.com/arbitration](http://www.pella.com/arbitration) or e-mail to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE [PELLA.COM/ARBITRATION](http://PELLA.COM/ARBITRATION). DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](http://PELLA.COM/ARBITRATION).

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

### Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to [www.pella.com/performance](http://www.pella.com/performance).

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

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## Terms & Conditions

### All Orders

This quote is valid for 30 days and subject to repricing after that.

I am aware that the products sold by Pella South Texas are made to order and my order is made specifically for my home / project, including aesthetics and sizing. I understand that there will be no changes allowed on this order after products are ordered, and orders cannot be cancelled or returned. I have reviewed each line on the contract with the sales representative and clearly understand the hinging, venting, count of openings, grilles, sizing, and color are correct, with all products being viewed from the exterior.

To activate order, please sign and return this copy. All orders are subject to acceptance by Pella South Texas.

Pella South Texas makes no guarantees as to lead times and is not responsible for any delays, including those from manufacturers. Any lead time or delivery date discussions during the sales process are estimates based on the best information available at the time and should only be used as such. No discounts will be given for delays, including manufacturing.

I hereby authorize Pella Corporation, its affiliates and/or subsidiaries to use, reproduce, and/or publish photographs and/or video that may pertain to me and my project, including materials described below, without compensation. I understand that this material may be used in various communications (e.g. website, e-newsletters, promotional materials, etc.). Consequently, these entities may publish materials, photographs, and/or refer to the project in a manner that they deem appropriate. No personal information (customer name, specific project location) will be disclosed without additional permissions being granted by the customer.

### Installed Orders (New Full Units)

For replacement projects, Pella South Texas makes no guarantees that existing window and door treatments and accessories (such as blinds, shutters, shades, storm doors, storm windows, etc.) will fit with your new Pella windows and doors.

For replacement projects, Pella South Texas makes no guarantees that existing interior (e.g. drywall, paint, wallpaper, etc.) or exterior materials (e.g. siding, stucco, EIFS, brick, etc.) will be undamaged during the installation process. While great care will be taken with our customers' homes, there are times where existing materials will not allow a window or door to be removed and reinstalled without additional work being required by the homeowner subsequent to installation.

### Payment Terms:

Unless financing through Pella South Texas offered financing programs, payment of 50% is required prior to ordering any products

(unless payment terms have been previously given)

The balance is due upon substantial completion. Substantial completion on each item is achieved when that line item has been installed and is operational. Partial invoices may occur. Items such as missing or broken parts and service adjustments are covered by warranty and do not affect the status of your project from being substantially complete.

Partial installations will be due for that part of the project upon substantial completion of that partial install.

The final payment must be Paid in Full on the last day of Substantial Completion. In the event that any part of your order was ordered incorrectly, has damage, or is incomplete, you may temporarily withhold the following from your final payment:

For items not able to be installed or needing a full unit reorder, the price due for that item, including installation cost, will not be due.

For items substantially complete but needing parts under warranty, you may withhold:

\$700 for damaged or broken sash/glass

\$300 for missing or damaged screen, hardware or similar product

Full payment is expected at the time missing or damaged units are installed or replaced.

Late payments beyond the Payment Terms defined above will be charged 1.5% of the outstanding balance per month. If Pella South Texas is required to employ an attorney to collect the amounts owed to it by Customer, Pella South Texas will be entitled to collect all attorney's fees, costs, and expenses it incurs.

### **Non-Installed Orders (New Full Units)**

Pella South Texas makes no guarantees that existing window and door treatments and accessories (such as blinds, shutters, shades, storm doors, storm windows, etc.) will fit with your new Pella windows and doors.

For all orders not installed through Pella South Texas, sizing is the responsibility of the customer. Any measuring done by Pella South Texas is a courtesy and for quoting purposes only.

Remaining account balance must be Paid in Full at delivery, unless credit terms have been extended by Pella South Texas.

Purchaser agrees to take receipt of all materials within 30 days of either original requested need by date or actual date of the entire order's arrival at Pella South Texas' warehouse, whichever is later. After 30 days, the remaining account balance is Due in Full. After 90

days, storage fees of 1.5% of the contracted price will be assessed per month. All storage fees are required to be Paid in Full prior to product delivery. Screens and hardware are exceptions and may be stored up to 24 months without penalty. If screens and hardware are not requested within 24 months after final product delivery, they are subject to disposal and would need to be repurchased and reordered when needed.

Call a minimum of five days in advance to schedule delivery. Customer is expected to supply help to unload unless a 2-man delivery is on the contract.

Any product damage must be reported to Pella South Texas within 48 hours of product receipt.

Late payments beyond the Payment Terms defined above will be charged 1.5% of the outstanding balance per month. If Pella South Texas is required to employ an attorney to collect the amounts owed to it by Customer, Pella South Texas will be entitled to collect all attorney's fees, costs, and expenses it incurs.

### **Service Orders**

All non-warranty Service quotes must be paid for in full, including tax, prior to ordering. Service parts may not be returned or refunded.

**Project Checklist has been reviewed**

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature

<b>Order Totals</b>	
Taxable Subtotal	\$32,743.02
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$5,604.00
<b>Total</b>	<b>\$38,347.02</b>
<b>Deposit Received</b>	<b>\$0.00</b>
<b>Amount Due</b>	<b>\$38,347.02</b>